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FRONTIER AIRLINES, INC.
11

12 UNITED STATES DISTRICT COURT
13 CENTRAL DISTRICT OF CALIFORNIA

14 ANDREA RIDGELL, on behalf of) Case No.: 2:18-CV-04916 PA (AFMx)
15 herself and others similarly situated,)
16 Plaintiff,) DECLARATION OF VALERIE W.
17 v.) TYLER IN SUPPORT OF FRONTIER
18 FRONTIER AIRLINES, INC. a) AIRLINES INC.'S
Colorado corporation; AIRBUS) OPPOSITION TO PLAINTIFF'S
19 S.A.S., a foreign corporation doing) MOTION FOR CLASS
business in the State of California;) CERTIFICATION
AIRBUS GROUP HQ, INC., a) Date: November 19, 2018
corporation doing business in the State) Time: 1:30 p.m.
of California,) Place: Courtroom of the Honorable Percy
Anderson
20)
21 Defendants.)
22)

23 I, Valerie W. Tyler, declare and state as follows:

24 1. Frontier Airlines, Inc. (hereinafter "Frontier") is an air carrier certified
25 by the United States Department of Transportation to engage in interstate air
26 transportation. I am employed by Frontier in the position of Senior Counsel. I
27 have held this position at Frontier since January, 2015. As Senior Counsel at
28 Frontier, my job duties include: negotiating, writing and reviewing agreements on

1 behalf of Frontier; advising executives and departments within Frontier on a wide
2 variety of legal issues; researching unique legal issues impacting Frontier; and
3 advising and providing training to Frontier employees with respect to legal risks
4 and liabilities, legal requirements and contract obligations.

5 2. I have personal knowledge of the facts contained in this declaration. I
6 can competently testify to these facts if called as a witness in these proceedings.

7 3. This declaration is submitted in support of Frontier's opposition to
8 plaintiff's motion for class certification, filed concurrently herewith.

9 4. Attached hereto as Exhibit A is a true and correct copy of Frontier's
10 Contract of Carriage. The Contract of Carriage provides terms and conditions of
11 transportation for passengers and their baggage on all flights operated by Frontier.
12 The Contract of Carriage, in addition to such additional terms and conditions
13 presented on Frontier Airlines' website, fare rules, published schedules or printed
14 on or in any ticket or ticket-less travel authorization, govern the rights and
15 liabilities of Frontier's passengers and Frontier with respect to any claims arising
16 out of transportation on domestic flights operated by Frontier.

17 5. Section 8A of the Contract of Carriage provides that a ticket entitles a
18 passenger to transportation between the point of origin and the destination.

19 6. Section 16A of the Contract of Carriage provides a limitation of
20 liability for indirect, special or consequential damages which may result from the
21 performance of transportation, delay in performance, or failure to provide
22 transportation. Section 16A provides that the "absolute limit of Frontier's liability
23 for failing to provide transportation will be a refund of the amount paid for the
24 corresponding ticket."

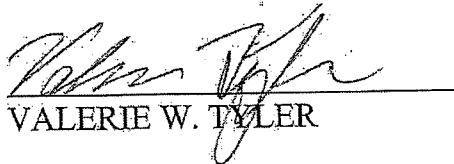
25 7. Section 20A of the Contract of Carriage provides the basis for refunds
26 of tickets. In the event that no portion of a ticket is used, the refund amount is
27 "equal to the fare and charges paid for the ticket issued to the passenger." If a
28 portion of the ticket has been used, the refund amount is limited to the unused

1 portion of the ticket. The Contract of Carriage provides no basis for a refund in the
2 event that a ticket has been fully used and the passenger has been transported from
3 the point of origin to the destination.

4 8. Section 22H of the Contract of Carriage provides that any "case
5 brought pursuant to this Contract of Carriage, Frontier's Tarmac Delay Plan, or
6 Frontier's Customer Service Plan may be brought in a party's individual capacity
7 and not as a plaintiff or class member in any purported class or representative
8 proceeding."

9 9. In my job duties as Senior Counsel, I am familiar with the laws and
10 regulations to which Frontier's operations must adhere. All of the Airbus aircraft
11 operated by Frontier have been certified as airworthy by the United States Federal
12 Aviation Administration.

13 I declare under penalty of perjury under the laws of the United States of
14 America that the foregoing is true and correct. Executed on October 29, 2018, at
15 Denver, Colorado.


VALERIE W. TYLER

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PROOF OF SERVICE

**STATE OF CALIFORNIA
COUNTY OF LOS ANGELES**

I am employed in the County of Los Angeles, State of California, I am over the age of eighteen years, and not a party to the within action. My business address is 633 West 5th Street, 26th Floor, Los Angeles, California 90071.

On October 29, 2018, I served the document(s) described as:

DECLARATION OF VALERIE W. TYLER IN SUPPORT OF FRONTIER AIRLINES, INC.'S OPPOSITION TO PLAINTIFF'S MOTION FOR CLASS CERTIFICATION

on the parties in this action addressed as follows:

SEE ATTACHED SERVICE LIST

in the following manner:

- (BY FAX):** by transmitting via facsimile the document(s) listed above to the fax number(s) set forth below, or as stated on the attached service list, on this date before 5:00 p.m.
 - (BY MAIL):** as follows: I am "readily familiar" with the firm's practice of collection and processing correspondence for mailing. Under that practice it would be deposited with the U.S. Postal Service on that same day with postage thereon fully prepaid at Los Angeles, California in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after the date of deposit for mailing in affidavit.
 - (BY OVERNIGHT DELIVERY):** I caused such envelope(s) to be delivered to an overnight delivery carrier with delivery fees provided for, addressed to the person(s) on whom it is to be served.
 - (BY PERSONAL SERVICE):** I caused such envelope(s) to be delivered by hand this date to the offices of the addressee(s).
 - (BY CM/ECF):** by electronic filing system with the clerk of the Court which will send a Notice of Electronic Filing to all parties with an e-mail address of record, who have filed a Notice of Consent to Electronic Service in this action:

I declare I am employed in the office of a member of the bar of this court at whose direction the service was made.

Executed on October 29, 2018, at Los Angeles, California.

Kathy Rollins
Kathy Rollins

SERVICE LIST

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